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INTERSTATE COMMERCE COMMISSION

October 14, 1988

8 307A021

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

DOCUMENTS FOR RECORDATION

Dear Secretary:

I have enclosed an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment Agreement (Railroad Equipment) ("Assignment"), a secondary document, dated as of October 14, 1988.

The primary document to which this is connected is recorded under Recordation No. 1 5332 filed October 15, 1987.

We request that this Assignment be cross-indexed.

The names and addresses of the parties to the document are as follows:

First Republic Bank Dallas, National Association, as  
Original Institutional Trustee  
c/o Mr. Richard J. Noblett  
Vice President  
Corporate Trust Department  
One Dallas Centre  
350 North St. Paul Street  
Dallas, Texas 75201

The Connecticut Bank and Trust Company, National  
Association, as Successor Institutional Trustee  
Corporate Trust Department (A06K)  
One Connecticut Plaza  
Hartford, Connecticut 06115

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100 OFFICE OF  
THE SECRETARY  
OF TRANSPORTATION  
UNIT

A description of the equipment covered by the document is attached hereto as Schedule I.

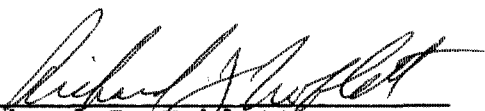
A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Joanne J. Doherty, Bracewell & Patterson, 2900 South Tower Pennzoil Place, Houston, Texas 77002.

A short summary of the document to appear in the index follows:

Assignment among NNCB Texas National Bank, assignee of the Federal Deposit Insurance Corporation, as receiver of First Republic Bank Dallas, National Association, as Original Institutional Trustee, Richard J. Noblett, as original Individual Trustee, One Dallas Centre, 350 N. St. Paul Street, Dallas, Texas 75201, The Connecticut Bank and Trust Company, National Association, as Successor Institutional Trustee, and Donald E. Smith, as Successor Individual Trustee, One Connecticut Plaza, Hartford, Connecticut 06115 dated October 14, 1988, and covering seventeen steel pressure, non-insulated LPG Tank Cars and connected to a security agreement with Recordation No. 1 5332.

Very truly yours,

NNCB TEXAS NATIONAL BANK,  
assignee from the Federal  
Deposit Insurance Corporation,  
as receiver of First  
Republic Bank Dallas, National  
Association

By:   
Richard J. Noblett  
Vice President

16SWSS/KK

## Schedule I

## LPG TANK CARS

CAR #	SERIAL #	D.O.T. #	LOCATION	CAPACITY
GERX 112	426 750	112J340W	Refinery	34,000 Gallon
GERX 113	426 747	" "	" "	"
GERX 114	426 742	" "	" "	"
GERX 115	426 748	" "	" "	"
GERX 117	426 752	" "	" "	"
GERX 118	426 757	" "	" "	"
GERX 120	426 758	" "	" "	"
GERX 121	426 766	" "	" "	"
GERX 122	426 760	" "	" "	"
GERX 123	426 763	" "	" "	"
GERX 124	426 765	" "	" "	"
GERX 125	426 767	" "	" "	"
GERX 128	426 774	" "	" "	"
GERX 129	426 775	" "	" "	"
GERX 131	426 776	" "	" "	"
GERX 133	426 771	" "	" "	"
GERX 136	426 781	" "	" "	"
TOTAL 17				

The 17 steel pressure, non-insulated LPG Tank Cars covered hereby bear the respective railroad recording marks, serial numbers and \*\*U.S. Department of Transportation numbers listed for each in the first, second and third columns above. Each is owned by TransAmerican Natural Gas Corporation (formerly known as GER Energy Corp. and Good Hope Refineries, Inc.). On October 12, 1987, each was located at the \*Refinery, 247 Prospect Avenue, Good Hope, Louisiana 70079, although each is mobile and movable and the security interest granted hereby shall not be affected or impaired by movement of any or all of them. There is no common special identifying mark on the cars. Certain other characteristics common to all 17 cars are as follows:

Trucks Capacity	Approximately 100 tons
Light weight	Approximately 104,000 pounds
Capacity volume	Approximately 34,000 gallons or 284,000 pounds
A.A.R. Car Type Code	T-389
A.A.R. Mechanical Designation	T

BRACEWELL & PATTERSON

2900 SOUTH TOWER PENNZOIL PLACE  
HOUSTON, TEXAS 77002-2781  
713 223 2900  
CABLE BRACEPAT HOU  
TELEX 76 2141

2000 K STREET N.W.  
WASHINGTON, D.C. 20006-1809  
202 828 5800  
TELEX 89 2573  
22 GROSVENOR SQUARE  
LONDON W1X 0DY  
01 491 4805  
TELEX 23459  
100 CONGRESS AVENUE  
AUSTIN, TEXAS 78701-4042  
512 472 7800

November 1, 1988

Federal Express

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Dear Ms. Lee:

Pursuant to our conversation, I have enclosed (i) an original and one copy/counterpart of a letter dated October 14, 1988 to Ms. Noretta R. McGee, Secretary of Interstate Commerce Commission, which sets forth the documents for recordation ("Letter"); (ii) an original and one copy/counterpart of an Assignment Agreement (Railroad Equipment); and (iii) a check in the amount of \$13 payable to Interstate Commerce Commission. Please have the documents recorded as requested in the Letter and return the file-stamped copies to me as soon as possible. For your convenience I have enclosed a return self-addressed stamped envelope.

If I can be of further assistance, please call me collect at (713) 221-1395.

Very truly yours,

Bracewell & Patterson



Susan W. Shoff  
Legal Assistant

SWS/led  
Enclosures  
20SWSS/HH

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

11/3/88

Joanne J. Doherty  
Bracewell & Patterson  
2900 South Tower Pennzoil Place  
Houston, Texas 77002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/2/88 at 4:45pm, and assigned rec-  
ordation number(s). 15332-A

Sincerely yours,

*Narita L. McGee*  
Secretary

Enclosure(s)

NOV 9 1988 4 45 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT  
(SECURITY AGREEMENT (RAILROAD EQUIPMENT))

This ASSIGNMENT AGREEMENT (SECURITY AGREEMENT (RAILROAD EQUIPMENT)), dated as of October 14, 1988 (herein, as amended or modified and in effect from time to time, called this "Assignment Agreement"), is by and among NCNB TEXAS NATIONAL BANK, assignee from the Federal Deposit Insurance Corporation, as receiver of FIRST REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, not in its individual capacity, but solely as the original Institutional Trustee under the Collateral Trust Agreement referred to below (herein called the "Original Institutional Trustee"), RICHARD J. NOBLETT, not in his individual capacity, but solely as the original Individual Trustee under such Collateral Trust Agreement (herein called the "Original Individual Trustee"; the Original Institutional Trustee and the Original Individual Trustee are together referred to herein as the "Original Trustees"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, but solely as successor Institutional Trustee under such Collateral Trust Agreement (herein called the "Successor Institutional Trustee"), and DONALD E. SMITH, not in his individual capacity, but solely as successor Individual Trustee under such Collateral Trust Agreement (herein called the "Successor Individual Trustee"; the Successor Institutional Trustee and the Successor Individual Trustee are together referred to herein as "Successor Trustees").

1. Reference is hereby made to:

- (a) that certain Amended and Restated Negotiated Chapter 11 Plan of TransAmerican Natural Gas Corporation and Affiliates (herein, as the same may be amended or modified and in effect from time to time, called the "Plan") arising out of the cases procedurally consolidated in Case No. 84-03474-H1-5 in the United States Bankruptcy Court, Southern District of Texas (Houston Division) and confirmed by such Court on September 4, 1987;
- (b) that certain Collateral Trust Agreement dated as of October 9, 1987 (herein, as amended or modified and in effect from time to time, called the "Collateral Trust Agreement"), among TransAmerican Natural Gas Corporation and certain Subsidiaries

and Affiliates of TransAmerican Natural Gas Corporation, the Original Institutional Trustee and the Original Individual Trustee;

- (c) that certain Security Agreement (Railroad Equipment) dated as of October 9, 1987 (herein, as amended or modified and in effect from time to time, called the "Security Agreement"), among TransAmerican Natural Gas Corporation and certain Subsidiaries and Affiliates of TransAmerican Natural Gas Corporation, the Original Institutional Trustee and the Original Individual Trustee; and
  - (d) that certain Appointment and Designation of Successor Trustees dated of even date herewith executed by the Plan Committee (herein, as amended or modified and in effect from time to time, called the "Designation of Successor Trustees").
- 2. Effective on the date hereof, pursuant to Section 4.5(a) of the Collateral Trust Agreement, the Plan Committee has removed the Original Institutional Trustee and the Original Individual Trustee from their positions as such and has appointed and designated the Successor Institutional Trustee to serve as successor Institutional Trustee under the Collateral Trust Agreement and has appointed and designated the Successor Individual Trustee to serve as successor Individual Trustee under the Collateral Trust Agreement.
  - 3. In connection with the foregoing, in accordance with the terms and provisions of the Plan, the Collateral Trust Agreement, the Security Agreement and the Designation of Successor Trustees, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Trustees hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto the Successor Trustees all right, title and interest of the Original Trustees in, to and in respect of the Security Agreement and the Railroad Equipment (as defined in the Security Agreement), including, without limitation, all liens and security interests created by or arising in connection with the Security Agreement.
  - 4. The Successor Trustees hereby agree to the foregoing assignment and agree to observe and abide by the terms

of the Security Agreement as fully as though they had originally been parties thereto; provided, however, that the Successor Trustees shall have no liability for damages resulting from any action, non-action or event which occurred prior to their acceptance of the foregoing assignment.

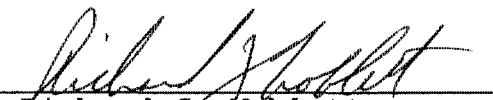
5. It is the intent of the parties hereto that by the transfer and assignment herein referenced, the priority of the liens and security interests in favor of the Original Trustees by reason of the Security Agreement shall be deemed preserved and maintained. This Assignment Agreement may be filed by the Successor Trustees in any appropriate filing office.
6. This Assignment Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Texas without reference to principles of conflict of laws, except as required by applicable law.
7. This Assignment Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

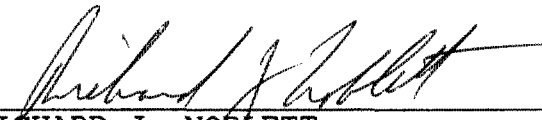
(Seal)

NCNB TEXAS NATIONAL BANK,  
assignee from the Federal  
Deposit Insurance Corpo-  
ration, as receiver of  
FIRST REPUBLICBANK DALLAS,  
NATIONAL ASSOCIATION, as  
Original Institutional  
Trustee

ATTEST:

  
Assistant Vice President

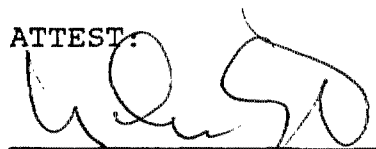
By:   
Richard J. Noblett  
Vice President

  
RICHARD J. NOBLETT, as  
Original Individual Trustee




(Seal)

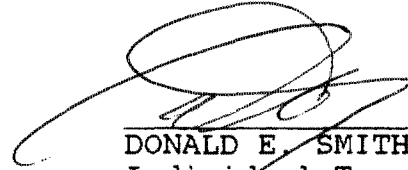
ATTEST:

  
Assistant Treasurer

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Successor Institutional  
Trustee

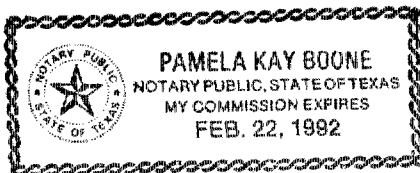
By:

  
Donald E. Smith  
Vice President

  
DONALD E. SMITH, as Successor  
Individual Trustee

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

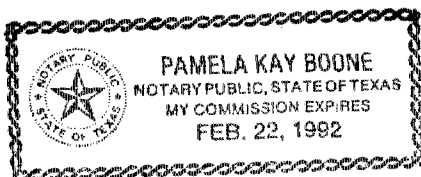
This instrument was acknowledged before me the 14th  
day of October, 1988 by Richard J. Noblett, Vice President,  
and LaDonna E. Morrison, Assistant Vice President, of  
NCNB Texas National Bank, a national banking association,  
assignee from the Federal Deposit Insurance Corporation, as  
receiver of First Republic Bank Dallas, National Association,  
as Original Institutional Trustee, on behalf of said asso-  
ciation.



Pamela Kay Boone  
Name: \_\_\_\_\_  
Notary Public in and for  
The State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

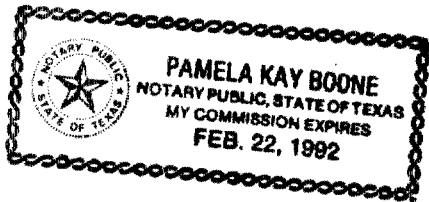
This instrument was acknowledged before me the 14th  
day of October, 1988 by Richard J. Noblett, as Original  
Individual Trustee.



Pamela Kay Boone  
Name: \_\_\_\_\_  
Notary Public in and for  
The State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

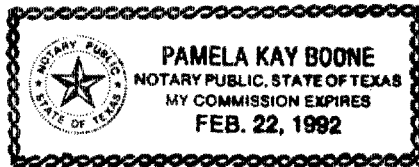
This instrument was acknowledged before me the 14th  
day of October, 1988 by Donald E. Smith, Vice President, and  
MARY Lee Storrs, Assistant Treasurer, of The Con-  
necticut Bank and Trust Company, National Association, as  
Successor Institutional Trustee, on behalf of said associa-  
tion.



Pamela Kay Boone  
Name: \_\_\_\_\_  
Notary Public in and for  
The State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me the 14th  
day of October, 1988 by Donald E. Smith, as Successor  
Individual Trustee.



Pamela Kay Boone  
Name: \_\_\_\_\_  
Notary Public in and for  
The State of Texas  
My Commission Expires: \_\_\_\_\_

200TWS/M